

EXHIBIT 2

**Operating Agreement
of
1380 REALTY NY, LLC**

THIS OPERATING AGREEMENT (this "Agreement") made this 16 day of July 2019 is entered into between Yechezkel Kraut and Shira M Kraut as member(s) (the "members").

The members hereby form a limited liability company pursuant to and in accordance with the Limited Liability Company Laws of the State of New York, as amended from time to time (the LLC"), and hereby agree as follows:

1. **Name.** The name of the limited liability company formed hereby is 1380 REALTY NY, LLC (the "Company").
2. **Term.** The term of the Company shall continue until December 2099 unless dissolved before such date in accordance with the LLC.
3. **Purpose.** The company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the LLCL and engaging in any and all activities necessary or incidental to the foregoing.
4. **Members.** The name and the business, residence, or mailing address of the members are as follows:

<u>Name</u>	<u>Address</u>
Yechezkel Kraut	1971 60 th St, Brooklyn NY
Shira M Kraut	1971 60 th St, Brooklyn NY

5. **Powers.** The business and affairs of the Company shall be managed by the Members. The members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the LLC. All decisions of the company shall be made by members holding a sixty (60%) percent or greater interest in the Company.
6. **Percentage Ownership.** The members shall have the following ownership interests ("Percentage Ownership") in the Company:

	<u>Percentage Interest</u>
Shira M Kraut.	50%
Yechezkel Kraut	50%

7. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated in proportion to the respective Percentage Ownership of the Members.

8. **Distribution.** Distributions shall be made to the members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members as the same proportions as their Percentage Ownership.

9. **Assignments.** A Member may not assign in whole or in part his limited liability company interest, without consent of Members owning at least a sixty (60%) percent interest in the Company.

10. **Withdrawal of Additional Members.** A member may withdraw from the Company in accordance with the LLC.

11. **Admission of Additional Members.** One (1) or more additional members of the Company may be admitted to the company with the consent of Members owning at least a sixty (60%) percent interest in the Company.

12. **Liability of Members.** The members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLC.

13. **Exculpation of Managers.** A Manager shall not be liable for any breach of duty in such capacity, except if his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that with respect to a distribution to Members his or her acts were not performed in accordance with the LLC.

14. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 16 day of July 2019.



Yechezkel Kraut, managing member



Shira M Kraut, member